

0100/842/002
1927

H



INFORMATION FILE
info file

LIBRARY, ALBERTA AGRICULTURE
7000 - 113 STREET, EDMONTON
ALBERTA, CANADA T6H 5T6

BY-LAWS

OF THE

Alberta Co-operative Wheat Producers Limited



JANUARY 1st, 1927

HH
Pam Prop 3

By-Laws
of
**ALBERTA CO-OPERATIVE WHEAT
PRODUCERS, LIMITED**

With Amendments to January 1st. 1927.

DISTRICTS

1. For the purposes of the Association the Province of Alberta shall be deemed to be and shall be divided into seven (7) Districts as herein-after described, and that for the purposes of representation each District shall be divided into ten (10) Sub-Districts; the boundaries of each District and Sub-District being determined as far as possible by the wheat acreage contained therein, and marketing points and natural boundaries shall be taken into consideration.

Seven Main
Districts and
Seventy Sub-
Districts.

DISTRICT DELEGATES

2. Each of the said Districts shall be represented by ten (10) Delegates who shall be elected by preferential ballot, and shall (unless sooner recalled as in these By-laws provided) hold office for one (1) year, or until their respective successors are elected. One (1) of such Delegates shall be elected from each Sub-district by the votes of the members in that Sub-district."

Elected by
Preferential
Ballot.

ELECTION OF DISTRICT DELEGATES

3. Between the first and fifteenth days of May in each year, a list of all the names of Members in Sub-districts and a nominating paper shall be mailed by the Secretary to each Member of the Association in that Sub-district at such address of the Member as appears on the books of the Association. Any Member may then secure the nomination of a candidate for the position of Delegate for his Sub-district by writing such Member's name on a nomination paper and procuring thereto the signatures of at least ten Members in that Sub-district. All such nominations must be returned to and received at the Head Office of the Association not later than the fifteenth day of June in each year.

Nomination
Paper to be
signed by ten
members.

**Transferable
vote.**

In the event of a contest being necessary, the Secretary of the Association shall cause such names to be printed on a ballot and shall forward one copy thereof to each Member of the Association qualified to vote in his respective Sub-district at such address as appears on the books of the Association, not later than the first day of July in each year. Each member may then indicate on the ballot his choice of Delegate by means of the transferable vote from names indicated on the ballot paper and mail his ballot to the Head Office of the Association; each ballot must be returned to and received at the Head Office of the Association not later than the Thirty-first day of July in each year. All ballots received before the first day of August in each year shall be polled by the Directors before the fifteenth day of August following, and the Member in each Sub-district receiving the majority of ballots cast shall be declared elected as District Delegate representing that particular Sub-district.

ANNUAL MEETING**Annual
Meeting
held on fourth
Wednesday
in November
of each year.**

4. The District Delegates shall meet at 10 a.m. on the fourth Wednesday in November of each year for the Annual Meeting of the Association, such Meeting to be held at the Head Office of the Association in the City of Calgary, in the Province of Alberta, or such other place as may be designated by the Directors, provided, however, that if the said day falls on a statutory holiday, the said Meeting shall be held on the day next thereafter.

SPECIAL MEETINGS**Special
Meetings.**

5. Except where otherwise prescribed a special meeting of the Members or District Delegates may be called at any time by the Directors or upon written request of the majority of the District Delegates or by ten per cent. (10%) of the membership. Each such call shall be in writing and shall state the time, place and purpose of such meeting. No business shall be transacted at a special meeting other than that as stated in the purpose for the call.

NOTICE OF REGULAR MEETINGS**Ten days
notice of
Regular
Meetings.**

6. Except where otherwise prescribed notice of each regular meeting of the Members or District Delegates shall be given. Such notice must state the time and the place of the meeting and a copy

thereof shall be mailed by the Secretary to each Member or District Delegate of the Association, as the case may be, as his address shall appear upon the books of the Association, at least ten days prior to the date for holding such meeting.

NOTICE OF SPECIAL MEETINGS

7. Notice of each special Meeting shall be given by the Secretary by mailing to each member or to each District Delegate, as the case may be, a copy of the call for such Meeting, as his address shall appear upon the Books of the Association, at least ten days prior to the time fixed for such Meeting, and in case of emergency, notice shall be given by wire.

Ten Days
notice of
Special
Meetings.

Emergency
notice by
wire.

QUORUM

8. At a meeting of the Members, subject to the provisions of The Co-Operative Associations Act, a majority of the Members present in person and at any meeting of District Delegates, a majority of the Delegates, present in person, shall constitute a quorum for all purposes. At meetings of Directors a majority shall constitute a quorum for all purposes.

Majority
present in
person
constitute
quorum.

VOTES

9. In the counting of votes every Member's vote shall count as one vote and, at any time the Directors see fit, or, upon the written demand or petition of ten per cent. (10%) of the Members or by a vote of Forty per cent. (40%) of the District Delegates at any regular or special meeting of the Association, an appeal may be had by way of Referendum on any problem or problems of general concern to the Association.

Each member
one vote
only.

10. The votes of the District Delegates at any meeting of the District Delegates shall be and shall be deemed to be the votes of each and every of the Members of the District which they represent. All ballots cast by each and every District Delegate in the election of a Director for his District shall be and shall be deemed to have been cast for all of the Directors.

District
Delegates'
votes.

11. Each District shall be represented by one Director and, subject to the provisions of these By-Laws, each Director (except the First Directors) shall hold office until the meeting of District Delegates for the appointment of Directors as next provided for.

District
representation.

APPOINTMENT OF DIRECTORS

District
Delegates
appoint
Director.

12. The District Delegates of each District shall meet for the purpose of appointing the Director for that District at the place of and during the Annual Meeting of the Association.

QUALIFICATION OF DIRECTORS

Directors'
qualifications.

13. Every Director shall be a resident of the District which he represents and shall be a Member of this Association and a grower of wheat or an owner, purchaser, share-crop purchaser, tenant, lessor or lessee of wheat land.

REMOVAL AND RESIGNATION OF DIRECTORS

15% of
members in
any district
may petition
for meeting
to consider
removal of
Director.

14. Upon the presentation of a petition signed by fifteen per cent. (15%) of the Members of any District to the Secretary of the Association at its head office in the City of Calgary, demanding a removal of the Director representing that District, the Secretary shall forthwith call a Special Meeting of the Members of the said District for the purpose of considering and, if thought fit, removing the said Director.

Two-thirds
vote.

15. At such Meetings the Director representing the District may be removed from office by a vote of two-thirds of the Members of the Association for such District.

16. Any Director may resign from office at any time.

VACANCIES ON BOARD OF DIRECTORS

Filling
Vacancies on
Board of
Directors.

17. Any vacancy that, from any cause, may occur on the Board of Directors, thereby leaving a District without representation thereon; shall be filled by a meeting of the Delegates of the said District, such meeting to be called by the Directors within fifteen days of the vacancy occurring.

VOTING BY MAIL

Post card
ballot.

18. Prior to any Meeting of the Members or the Members of any District, the Board of Directors may, in their discretion, authorize the Secretary to prepare a post card ballot upon the principal questions to be voted upon. The Secretary shall thereupon mail to each Member as his address

shall appear upon the books of the Association, along with the notice of the Meeting, such a post card ballot prepared as aforesaid.

19. Any Member who does not expect to be present at the said meeting may cast his ballot by mailing the said post card to such person and place as is thereon directed and upon receipt by such person at such place, of the said post card, prior to the said meeting, the said post card shall be placed along with the other ballots, in the ballot box. Any vote so cast shall be counted as if the Member were present and voting in person.

Absent
Members
voting.

REFERENDUM

20. Upon the holding of any referendum the Directors shall authorize the Secretary to prepare a statement setting out the question or questions in respect of which the referendum is being taken and fixing the date on which the ballot is to be received by the Secretary, and shall prepare a post card ballot to be mailed therewith. The Secretary shall thereupon mail to each Member, as his address may appear on the books of the Association, the said statement and post card ballot. The member shall, after he has completed the ballot, mail the same to the Secretary of the Association at the head office, in the City of Calgary, which ballot must be received by the Secretary before the time and date fixed in the aforesaid statement. The ballots shall be polled under the direction of the Directors.

Referendum
ballot.

MEETINGS

21. Except as otherwise provided, or by law required, Meetings of the Association may consist of the District Delegates.

Meetings.

DISTRICTS

22. The Districts and Sub-Districts into which the Province shall be divided, are as follows:

Districts and
Sub-districts.

(a) For the purposes of these divisional descriptions, all Improvement Districts and all Municipal Districts shall be referred to as Municipal Units.

(1) The Lethbridge District (District A) shall consist of all the lands comprised in Municipal Units numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 31, 32, 33, 34, 35, 36, 37, 38, 61, 62, 63, 64, 65, 66, 67, 91, 92, 93, 94, 96, 121, 122, 123, 124, 125, 126, 151, 152, 153, 154, 155, 181, all of Municipal Unit

No. 97, except Township 13-21, all of Municipal Unit No. 127, except that portion of Township 14-21 lying South and West of the Little Bow River, that portion of Municipal Unit No. 156 described as follows: All of Townships 17-19, 17-20, 17-21 and 18-20, that portion of 17-18 lying South of the Bow River and that portion of Township 18-18 lying West of the Bow River, and that portion of land known as the Blood Indian Reserve.

The Sub-Districts shall consist of the following lands:—

Sub-Dist. A-1. All of Municipal Units Nos. 1, 2, 31, 32, 61, 62, 91, 92 and 121.

Sub-Dist. A-2. All of Municipal Units Nos. 3, 4, 5, 33, 34 and 35.

Sub-Dist. A-3. All of Municipal Units Nos. 6, 7, 36 and 37.

Sub-Dist. A-4. All of Municipal Units Nos. 8, 9, 10 and 38.

Sub-Dist. A-5. All of Municipal Units Nos. 66 and 67.

Sub-Dist. A-6. All of Municipal Units Nos. 64 and 65.

Sub-Dist. A-7. All of Municipal Units Nos. 63, 93 and 94.

Sub-Dist. A-8. That portion of Municipal Unit No. 156, comprising Townships 17-19, 17-20, 18-19, and those portions of Townships 17-17, 17-18 and 18-18 lying West of the Bow River, all of Municipal Units Numbers 97 and 127, (except Township 13-21 and that portion of Township 14-21 lying West and South of Little Bow River) all West of the 4th Meridian.

Sub-Dist. A-9. All of Municipal Units Nos. 96, 124, 125, 126, 154 and 155.

Sub-Dist. A-10. All of Municipal Units Nos. 122, 123, 151, 153 and 181.

(2) The Claresholm District (District B) shall consist of the lands comprised in Municipal Units numbers 39, 40, 68, 69, 70, 71, 98, 99, 100, 101, 128, 129, 130, 131, 157, 158, 159, 160, 161, 189, 190, 191, 192, all of Townships 13-21, that portion of Township 14-21 lying South and West of Little Bow River and that portion of Municipal Unit No. 156 described as follows: Townships 18-20, 19-19, 19-20, 20-20 and those portions of Townships 19-18, 20-19, 21-19 and 21-20 lying South and West of the Bow River, all west of the 4th Meridian.

The Sub-Districts shall consist of the following lands:—

Sub-Dist. B-1. All of Municipal Units Nos. 39, 40, 68, 69, 70, 71 and that portion of Unit No. 100 described as follows:—Township 9, in ranges 27, 28, 29, W. of 4th M.

Sub-Dist. B-2. All of Municipal Unit No. 98, all of Township 13, Range 21, West of the 4th, and that portion of Township 14, Range 21, West of the 4th, lying South and West of Little Bow River.

Sub Dist. B-3. All of Townships 10, 11, 12 and 13, in Ranges 25, 26, 27 and 28.

Sub-Dist. B-4. All of Municipal Units Nos. 101, 130, 131 and those portions of Municipal Units Nos. 99, 100 and 129 described as follows:—Township 10, Ranges 28, 29 and 30, Townships 11 and 12, Ranges 27, 28, 29 and 30, Township 13, Range 27, Townships 14 and 15, Ranges 26, 27 and 28.

Sub-Dist. B-5. All of Municipal Unit No. 128, and those portions of Municipal Units Nos. 129 and 158, described as follows:—Townships 14 and 15, Range 25, and Township 16, Range 24, W. of 4th M.

Sub-Dist. B-6. Those portions of Municipal Units Numbers 157 and 158 described as follows:—Townships 17 and 18, in Ranges 22, 23 and 24, and that portion of Township 17-21, lying West of Lake McGregor, all West of the 4th Meridian.

Sub-Dist. B-7. Those portions of Municipal Units Nos. 158 and 159, described as follows:—Township 16, Ranges 25 and 26, Townships 17 and 18, Ranges 25, 26 and 27, W. of 4th Mer.

Sub-Dist. B-8. All of Municipal Units Nos. 160 and 161, and those portions of Municipal Units Nos. 159, 190 and 191, described as follows:—Townships 16, Ranges 27, 28, 29 and 30, W. of 4th M., Townships 17 and 18, Ranges 28, 29, 30, W. of 4th M., and 1, W. of 5th Mer., Township 19, Ranges 28 and 29, W. of 4th M., and 1, 2, 3, 4, W. of 5th M.

Sub-Dist. B-9. Those portions of Municipal Units Nos. 156, 157 and 189, described as follows:—That part of Township 17-21 lying East of Lake McGregor, Township 18, Ranges 20 and 21, Township 19, Ranges 19, 20, 21, 22, 23 and 24, Township 20-24, and those portions of Townships 19-18, 20-19, 20-20, 20-21, 20-22, 20-23 and 21-24 lying West and South of the Bow River, all West of 4th Mer.

Sub-Dist. B-10. All of Municipal Unit No. 192 and those portions of Municipal Units Nos. 189,

190 and 191, described as follows:—Township 19, Ranges 25, 26 and 27, Townships 20, Ranges 25, 26, 27, 28, 29, W. of 4th M., and 1, 2, 3, 4, W. of 5th M., fractional Townships 21, Ranges 25, 26, 27, 28, 29, W. of 4th M., and 1, 2, 3, 4, W. of 5th M., Townships 22, Ranges 1, 2, 3, W. of 5th Mer.

(3) The South Calgary District (District C), shall consist of all the lands comprised in Municipal Units Nos. 182, 183, 184, 185, 186, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 241, 247, 248, 249, 250, 251, 252, 278 and 279, and all that portion of land known as the Blackfoot Indian Reserve.

The Sub-Districts shall consist of the following lands:—

Sub-Dist. C-1. All of Municipal Units Nos. 211 and 241.

Sub-Dist. C-2. All of Municipal Units Nos. 182, 212 and 213.

Sub-Dist. C-3. All of Municipal Units Nos. 183, 184, 214 and 215.

Sub-Dist. C-4. All of Municipal Units Nos. 185, 186, 216 and 217, and those portions of Municipal Unit No. 247 described as follows:—Townships 25, Ranges 17, 18, 19 and 20, W. of 4th Mer.

Sub-Dist. C-5. All of Municipal Unit No. 218 and that portion of land known as the Blackfoot Indian Reserve.

Sub-Dist. C-6. All of Municipal Unit No. 248 and those portions of Municipal Unit No. 247 described as follows:—Townships 26 and 27, Ranges 17, 18, 19 and 20, W. of 4th Mer.

Sub-Dist. C-7. All of Municipal Unit No. 219.

Sub-Dist. C-8. All of Municipal Unit No. 249 and those portions of Municipal Unit No. 279, described as follows:—Townships 26, Ranges 24, 25 and 26, W. of 4th Mer.

Sub-Dist. C-9. All of Municipal Unit No. 278 and those portions of Municipal Unit No. 279, described as follows:—Townships 29 and 30, Ranges 24, 25 and 26, W. of 4th Mer.

Sub-Dist. C-10. All of Municipal Units Nos. 220, 221, 222, 250, 251 and 252.

(4) The North Calgary District (District D) shall consist of all the lands comprised in Municipal Units Nos. 242, 243, 244, 245, 246, 271, 272, 273, 274, 275, 277, 301, 305, 306, 307, and those portions of Municipal Units Nos. 302, 303 and 304, described as follows:—Townships 32 and 33, Ranges 4, 5, 6, 7, 8, 9, 10, 11 and 12, W. of 4th Mer.

The Sub-Districts shall consist of the following lands:—

Sub-Dist. D-1. All of Municipal Unit No. 301 and those portions of Municipal Unit No. 271 described as follows:—Townships 27, 28 and 29, Ranges 1 and 2, W. of the 4th Mer.

Sub-Dist. D-2. Those Portions of Municipal Units Nos. 242, 271 and 272 described as follows:—Townships 26, Ranges 4 and 5, Townships 27, 28 and 29, Ranges 3, 4 and 5, W. of 4th M

Sub-Dist. D-3. Those portions of Municipal Units Nos. 272 and 302 described as follows:—Townships 29, Range 6, Townships 30, 31, 32 and 33, Ranges 4, 5 and 6, W. of 4th Mer.

Sub-Dist. D-4. All of Municipal Unit No. 243 and those portions of Municipal Unit No. 242 described as follows:—Townships 26, 27 and 28 Range 6, W. of 4th Mer.

Sub-Dist. D-5. All of Municipal Unit No. 273 and those portions of Municipal Unit No. 303 described as follows:—Townships 32 and 33, Ranges 7, 8 and 9, W. of 4th Mer.

Sub-Dist. D-6. All of Municipal Unit No. 274 and those portions of Municipal Units Nos. 244 and 304 described as follows:—Townships 26, 27 and 28, Ranges 10 and 11, Townships 32 and 33, Ranges 10, 11 and 12, W. of 4th Mer.

Sub-Dist. D-7. All of Municipal Unit No. 305 and those portions of Municipal Unit No. 275 described as follows:—Townships 29 and 30, Ranges 13, 14 and 15, W. of 4th Mer.

Sub-Dist. D-8. All of Municipal Units Nos. 245 and 246 and those portions of Municipal Unit No. 244 described as follows:—Townships 26, 27 and 28, Ranges 12, W. of 4th M.

Sub-Dist. D-9. All of Municipal Unit No. 306.

Sub-Dist. D-10. All of Municipal Units Nos. 277 and 307 and those portions of Municipal Unit No. 275 described as follows:—Townships 29 and 30, Range 16, W. of 4th M.

(5) The Red Deer District, (District E), shall consist of all the lands comprised in Municipal Units 280, 281, 282, 308, 309, 310, 311, 312, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 365, 366, 367, 371, 374, 396, 397, 398, 399, 400, 401, 403, 428, 429, 430, 431, 432, 433, 434, 458, 459, 460, 461, 462, 463, 464.

The Sub-Districts shall consist of the following lands:—

Sub-Dist. E-1. All of Municipal Units Nos. 280, 281 and 282, and those portions of Municipal

Units Nos. 309, 310 and 311 described as follows:—Townships 31 and 32, Ranges 26, 27, 28 and 29, W. of the 4th, and 1, 2, 3 and 4, W. of the 5th Mer.

Sub-Dist. E-2. All those portions of Municipal Units Nos. 308 and 309 described as follows:—Fr. Township 31, Range 21, Townships 31, Ranges 22, 23, 24 and 25, Fr. Township 32, Range 21 Townships 32, Ranges 22, 23, 24 and 25, W. of 4th M.

Sub-Dist. E-3. All of Municipal Unit No. 338 and those portions of Municipal Units Nos. 308, 309 and 340 described as follows:—Fr. Township 34, Range 21, and Townships 33 and 34, Ranges 22, 23, 24, 25, W. of 4th Mer.

Sub-Dist. E-4. All of Municipal Units Nos. 312, 339, 340 (with the exception of Township 34, Range 25) 341, 342, 343, 344, 371, 401, 403, and those portions of Municipal Units Nos. 309, 310, 311 and 400 described as follows:—Townships 33, Ranges 26, 27, 28, 29, W. of the 4th, and 1, 2, 3 and 4, W. of the 5th Mer., and Township 39, Ranges 1, 2 and 3, W. of the 5th, and Township 40, Ranges 2 and 3, W. of the 5th Mer.

Sub-Dist. E-5. All of Municipal Units Nos. 337 and 367 and those portions of Municipal Unit No. 336 described as follows:—Townships 34, 35 and 36, Range 18, W. of the 4th Mer.

Sub-Dist. E-6. All of Municipal Unit No. 366 and those portions of Municipal Unit No. 336 described as follows:—Townships 34, 35 and 36, Ranges 15, 16 and 17, W. of the 4th Mer.

Sub-Dist. E-7. All of Municipal Units Nos. 335 and 365.

Sub-Dist. E-8. All of Municipal Units Nos. 396 and 397.

Sub-Dist. E-9. All of Municipal Units Nos. 398 and 399, and those portions of Municipal Unit No. 400 described as follows:—Township 40, Range 1, and Township 41, Ranges 1, 2 and 3, W. of the 5th Mer.

Sub-Dist. E-10. All of Municipal Units Nos. 428, 429, 430, 431, 432, 433, 434, 458, 459, 460, 461, 462, 463, and 464.

(6) The Camrose District (District F) shall consist of all the lands comprised in Municipal Units Nos. 331, 332, 333, 334, 361, 362, 363, 364, 391, 393, 394, 395, 425, 426, 427, 456, 457 and those portions of Municipal Units Nos. 302, 303,

304 and 392 described as follows: Townships 34, Ranges 4, 5, 6, 7, 8, 9, 10, 11 and 12, Townships 41, Ranges 4, 5 and 6, and Townships 42, in Ranges 5 and 6, all West of the 4th Meridian.

The Sub-Districts shall consist of the following lands:—

Sub-Dist. F-1. All of Municipal Units Nos. 331 and 332, and those portions of Municipal Units Nos. 302 and 361 described as follows:—Townships 34, Ranges 4, 5 and 6, and Townships 36, Ranges 1, 2 and 3, W. of the 4th Mer.

Sub-Dist. F-2. All of Municipal Unit No. 391 and those portions of Municipal Unit No. 361 described as follows:—Townships 37 and 38, Ranges 1, 2 and 3, W. of the 4th Mer.

Sub-Dist. F-3. All of Municipal Unit No. 362 and those portions of Municipal Units Numbers 363, 392 and 393 described as follows: Townships 39 and 40 in Ranges 7, 8 and 9; Townships 41 in Ranges 4, 5, 6, 7, 8 and 9, and Townships 42 in Ranges 5 and 6, all West of the 4th Meridian.

Sub-Dist. F-4. All of Municipal Unit No. 333 and those portions of Municipal Units Nos. 303 and 363 described as follows:—Townships 34 and 38, Ranges 7, 8 and 9, W. of the 4th Mer.

Sub-Dist. F-5. All of Municipal Unit No. 334 and those portions of Municipal Unit No. 304 described as follows:—Townships 34, Ranges 10, 11 and 12, W. of the 4th Mer.

Sub-Dist. F-6. All of Municipal Unit No. 364, excepting Township 42, Range 10, W. of the 4th Mer.

Sub-Dist. F-7. All of Municipal Unit No. 394 and those portions of Municipal Units Nos. 364, 393 and 425 described as follows:—Townships 42, Ranges 7, 8, 9 and 10. Townships 43, Ranges 7, 8, 9 and 13, W. of the 4th Mer., and Townships 44 and 45, Range 13, W. of the 4th Mer.

Sub-Dist. F-8. All of Municipal Unit No. 395 and those portions of Municipal Unit No. 426 described as follows:—Township 41, Range 16 and Township 42, Ranges 16 and 17, W. of the 4th Mer.

Sub-Dist. F-9. All those portions of Municipal Units Nos. 425, 426 and 456 described as follows:—Townships 43, 44 and 45, Ranges 14, 15, 16 and 17, and Townships 46, 47 and 48, Ranges 16 and 17, W. of the 4th Mer.

Sub-Dist. F-10. All of Municipal Units Nos. 427 and 457, and those portions of Municipal Units Nos. 426 and 456 described as follows:—Townships 43, 44, 45, 46, 47 and 48, Range 18, W. of the 4th Mer.

(7) The Edmonton District (District G) shall consist of all the lands comprised in such other Municipal Units or portions thereof as are not included in any of the previous noted Districts.

The Sub-Districts shall consist of the following lands:—

Sub-Dist. G-1. All of Municipal Units Numbers 421, 422 and 423, and those portions of Municipal Units Numbers 392, 451, 452 and 453, described as follows: Fr. Townships 45 (South of Battle River) Ranges 1, 2 and 3; Fr. Townships 47 (South of Battle River) Ranges 4 and 5; Townships 47, Ranges 6, 7, 8 and 9; Townships 43 in Ranges 4, 5 and 6, and Township 42, Range 4, all West of the 4th Meridian.

Sub-Dist. G-2. All of Municipal Units Nos. 481 511 and all that portion of 451 North of the Battle River, and those portions of Municipal Units Nos. 452, 482 and 512 described as follows:—Fr. Township 47, Ranges 4 and 5, Townships 48 to 56 inclusive, Ranges 4 and 5, W. of the 4th M.

Sub-Dist. G-3. All of Municipal Units Nos. 483, 484, 513 and 514, and those portions of Municipal Units Nos. 452, 453, 454, 482 and 512, described as follows:—Township 48, Ranges 6, 7, 8 and 9, Township 49, Ranges 6, 7, 8, 9, 10, 11 and 12, and Townships 50 to 56 inclusive, Range 6, W. of the 4th Mer.

Sub-Dist. G-4. All of Municipal Units Nos. 424 and 455, and those portions of Municipal Units Nos. 454 and 485 described as follows:—Townships 47 and 48, Ranges 10, 11 and 12, Township 49, Ranges 13, 14 and 15, and Township 50, Range 15, W. of the 4th Mer.

Sub-Dist. G-5. All of Municipal Units Nos. 487, 488, 489, 490, 491, 517, 518 and all of 486 with the

exception of Fr. Townships 52, Ranges 16 and 17, W. of the 4th Mer.

Sub-Dist. G-6. All of Municipal Units Nos. 515, 516, 545, 546 and 547, and those portions of Municipal Units Nos. 485 and 486, described as follows:— Townships 50, Ranges 13 and 14, Townships 51, Ranges 13, 14 and 15, Townships (Fractional) 52, Ranges 16 and 17, W. of the 4th Mer.

Sub-Dist. G-7. All that portion of the complete District beginning at the City of Edmonton and lying North of the Saskatchewan River, and bounded on the East by the 4th Meridian and on the West by Range 25, West of the 4th Mer.

Sub-Dist. G-8. All of Municipal Units Nos. 493 to 496, 519 to 527, 549 to 556, 579 to 586, 609 to 616, all inclusive, and 639, 640, 669 and 699.

Sub-Dist. G-9. All that portion of the complete District bounded on the South and East by the Athabaska River and on the North by the South Boundaries of Municipal Units Nos. 759, 790, 791, 792, 793, 824, 825, 826, and the Peace River.

Sub-Dist. G-10. All that portion of the complete District lying North of the Northern Boundaries of Sub-District G-9.

DELEGATES EXPENSES

23. All expenses of the District Delegates incurred while performing the regular duties of the Annual or Special Meetings or others prescribed by the Directors shall be paid by the Association as part of its general expenses.

Delegates' expenses.

RECALL OF DELEGATES

24. Fifteen per cent. (15%) of the membership in any Sub-District may call a meeting in that Sub-District to demand the removal of the District delegate representing such Sub-District.

Recall of Delegates.

25. In the event of the withdrawal or resignation or expulsion of any of the District Delegates or in the event that such Delegate ceases to be a member of this Association or in the event of any vacancy the members of the Sub-District affected by such vacancy may hold a Sub-District election to choose a successor for the balance of the term in the manner hereinbefore provided for the election of District Delegates.

Withdrawal or resignation of Delegates.

MEETINGS OF DIRECTORS

Directors to meet within five days of appointment.

26. Within five days after the appointment of Directors, the newly appointed Directors shall hold their first meeting and thereafter regular meetings of the Directors shall be held at such time and place as the Directors may determine.

Notice of regular meeting.

27. A notice of each Regular Meeting of the Directors shall be mailed to each Director at his last known address at least ten days prior to the time of such meeting.

Special meeting of Directors.

28. A Special Meeting of the Board of Directors shall be held whenever called by the Chairman or by a majority of the Directors. Any and all business may be transacted at a Special Meeting. Each call for a Special Meeting shall be in writing signed by the person or persons making same and addressed and delivered to the Secretary and shall state the time and place of such meeting.

Notice of special meeting.

29. A Notice of each Special Meeting of the Directors shall be mailed to each Director at least five days prior to the time of such meeting, to his last known address, provided that in special emergency three days notice may be given by wire or telephone, giving the Director sufficient time to arrive.

Directors' Fees.

30. The Board of Directors are to be paid such sums for their services as the Annual Meeting may from time to time determine, which sums shall not, except in the case of the Chairman or the Secretary, exceed the sum of Twenty (\$20.00) Dollars, for each day the Director is necessarily absent from his place of business, and the amount of his transportation to and from the Meetings of the Directors.

POWERS OF DIRECTORS

31. The Powers of the Directors are:—

(a) To conduct and manage all the business of the Association and to do all acts and perform all duties stipulated to be done or performed by the Directors by the Co-Operative Associations Act or these By-Laws, and any amendments thereto and to make rules and regulations for the guidance of officers, agents and servants and for the management of its affairs.

Powers of
Directors.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require from them, if advisable, security for faithful services.

(c) To call Special Meetings of the District Delegates or Members when they deem it necessary and they must call a meeting, at any time, of the Members upon the written request of ten per cent. (10%) of the Members, or a majority of the District Delegates.

(d) To make and enter into any contracts or agreements with elevator men, warehouse men, millers, exporters, brokers, distributors or others for inspection, grading, storing, selling, manufacturing or consignment of the grain or cereals produced or delivered by Members of the Association.

(e) To enter into and carry into effect, with or without modification, the Contract attached to the Memorandum of Association and identified by the signature of WILLIAM JAMES JACKMAN, one of the subscribers to these By-Laws, and to designate who shall execute the said Contract on behalf of the Association and affix the seal of the Association thereto.

(f) To select one or more banks to act as depository of the funds of the Association and to determine the manner of receiving, depositing and disbursing the funds of this Association, and the forms of cheques and the person or persons by whom same should be signed, with the power to change such banks and person or persons signing said cheques and the form thereof at will.

(g) To enter into and carry into effect all crop and marketing contracts of the Association of whatsoever nature.

(h) To engage barristers and solicitors, upon such terms as they may deem proper, for the purpose of obtaining legal advice for the Association, and to pay for the said services.

(i) To exercise all the powers of this Association as contained in its Memorandum of Association and for that purpose, when necessary, designate who shall execute all necessary documents on behalf of the Association and affix the Association's Seal thereto, and to do all acts that may be necessary to carry same into effect.

DUTY OF DIRECTORS

32. It shall be the duty of the Board of Directors:

Duties of
Directors.

(a) To keep a complete record of all its acts and of the proceedings of its meetings, and to present a full statement at the regular meetings of the Members, showing in detail the condition of the affairs of the Association.

(b) To supervise all officers, agents and employees and see that their duties are properly performed.

(c) To require of every officer and employee of the Association handling funds a bond in such amount as the Board may require and in the form provided by statute in favor of the Association. The cost of securing such bond shall be paid by the Association.

(d) To cause to be issued appropriate shares and certificates.

(e) To install such a system of book-keeping and auditing that each Member may know and be advised from time to time fully concerning the receipts and disbursements of the Association.

AUDIT

Audit by
chartered
accountant.

33. The Directors shall, as early as practicable in each fiscal year, appoint a Chartered Accountant or Accountants as Auditors for the Association. The Auditors so appointed shall make an audit of the books and accounts of the Association and shall prepare and file with the Directors, not later than the 30th day of September in each year, a duly certified Statement of Accounts and Balance Sheet, and shall prepare such other statements or reports, and perform such other duties as may be required by the Directors.

SEAL, BOOKS AND PAPERS

34. The Seal of the Association shall be in such form as is determined upon by the Directors.

Records open
to members.

35. The books of the Association and such papers as may be placed on file by the vote of the Members or Directors shall, at all times during business hours, be subject to inspection of any Member or his representative, duly authorized in writing, subject to such restrictions as may be provided by law.

PROFITS

36. The profits of this Association shall be applied for the benefit of its Members.

Disposal
of profits.

MEMBERS

37. Any grower of wheat and the owner, purchaser, share-crop purchaser, tenant, lessor and lessee of wheat land may be entitled to apply for and purchase a share in the Association and shall have voting power and property rights therein on the same basis as all other Members in accordance with the general rules herein stated. All Members agree to abide by all the rules, resolutions and by-laws of the Association with reference to handling and marketing of their grain as provided in these By-Laws or as may be hereafter determined either by amendment of these By-Laws or by resolution of the Board of Directors of the Association. All Members agree to sign the standard marketing Agreements current at the time of their entrance as Members herein covering the wheat produced by or for them when presented to them for signature and acceptance and to perform all acts required by the said contracts. No Member shall hold more than one share in the Association.

Members'
qualifications.

38. In addition to paying for his share, each Member shall pay to the Association the further sum of Two Dollars (\$2.00) to defray the expenses of organization to carry on field service and educational work and other proper activities in the Association.

Organization
fund.

39. In the event of dissolution of any partnership hereunder, each partner who shall thereafter continue to produce grain, as an individual, shall thereby and thereupon succeed to individual Membership in the Association and shall be entitled to all benefits and subject to all obligations as such and the share issued to and outstanding in said partnership shall be cancelled and each individual who continues in the business shall be entitled to receive and shall accept an individual share and shall be bound by all the terms of the Standard marketing agreement as fully and completely as if signed separately and individually.

Partnership
between
members.

40. In the event of the death of any Member of the Association, his share and interest in the Association shall be dealt with by the Association as provided for by the Co-operative Associations Act.

Death of
members.

SHARES

Regulation
re shares.

41. This Association shall issue a share to each Member in such form as may be provided by the Directors but said Membership shall not, nor shall said share be assigned by said Member to any other person, nor shall a purchaser at execution sale, or any other person who may succeed by operation of law or otherwise to the property interests of a Member, be entitled to Membership or to become a Member of the Association by virtue of such transfer. The Directors of the Association may, however, consent to any assignment and transfer and the acceptance of the assignee or transferee as a Member of the Association. The Directors will establish rules and regulations authorizing the acceptance of a transferee and recognizing as a Member the purchaser of a Member's land or crop and likewise the conditions for the transfer of rights and share to a purchaser at execution sale and any successor by operation of law.

CORPORATIONS

Corporations
as members.

42. Any body corporate, if otherwise qualified, may be a Member of this Association and hold its share by its corporate name and may exercise any of the privileges of a Member by means of an agent duly appointed in that behalf, which appointment shall be filed with the Secretary of the Association.

MEMBER TO MARKET OUTPUT IN ACCORDANCE WITH THE RULES OF THE ASSOCIATION

Members
required
to fulfil
agreement.

43. No person shall be or remain a Member of this Association unless he is and remains qualified as provided herein, nor unless he shall market and deliver all wheat produced or acquired by or for him in compliance with all terms and provisions of the marketing agreements then in force and perform all acts required by him, but no such person shall cease to be a Member unless and until the Directors by a majority vote passes a specific resolution to that effect.

44. If any person shall cease, fail, neglect or refuse for any reason whatsoever to market or deliver all or any of his said wheat or perform any of the acts required of him, as provided by the said Marketing Agreements, then the Directors may cancel his Membership in this Association and expel him from Membership in this Association, and all his rights and interests therein shall by that act be cancelled and such Member shall be entitled only to payment, as provided by law, of the equitably appraised cash value of his interest in the property of the Association which shall be paid to such Member as the purchase price by the Association of his share in the Association, which shall be deemed to be re-purchased by the Association.

Directors
may cancel
membership.

45. The expulsion of any Member or any penalty imposed upon him for breach of any of these laws shall be separate from and in addition to the provisions of the standard marketing agreements in reference to liquidated damages or other remedies. It is expressly understood that the Association may exercise any rights whatsoever under the said standard Marketing Agreements or a breach of such Agreements and in addition impose any penalty set forth in these By-Laws for the express violation of a By-Law.

Expulsion
of members.

PROPERTY RIGHTS AND INTERESTS

46. The property rights and interests of each Member in the property of the Association at the time of its organization shall be equal, and each and every Member hereof shall have one unit of property rights and interests.

Property
rights of
members.

47. The subsequent property interest of Members in the Association and its subsidiary corporations shall be determined as set forth in the Marketing Agreement.

48. The Association by action of the Directors shall have the full right to purchase the full interest of any Member in the property or other rights of the Association at the book value thereof, whenever in the judgment of the said Directors it is in the general interest of the Association so to do and the statement of book value thereof by the Board of Directors shall be conclusive. Any Member whose rights are so purchased shall cease to be a Member of the Association and his share shall thereupon be deemed to be repurchased by the Association.

Association
may purchase
members'
interests.

EXPENSE OF MAINTAINING ORGANIZATION

Organization
expense.

49. All expenses of maintaining the Association including among other things, rent, salaries, taxes, insurance, office and inspection expense, advertising, reserves for betterment, experiments, organization and the like, shall be met from the monies of the Association or its Members, as provided for in the Marketing Agreements.

Penalty for
violation
of By-Laws.

50. In the event that any Member knowingly violates any of these By-Laws he shall be liable to the Association for the payment of a penalty of Fifty Dollars (\$50.00) for each and every such violation.

Only
Directors
can impose
penalties.

51. Such penalties shall be imposed only by the Directors and shall be in addition to any other punishment or penalties under these By-Laws and in addition to any rights vested in the Association under the Marketing Agreements for any violation thereof.

MANAGER

Appointment
of Manager.

52. The Directors may, in their discretion, appoint a Manager or Managers who shall hold office at the pleasure of and on the terms and conditions set out by the Directors. The Manager or Managers shall perform such duties as may be directed by the Board of Directors.

BORROWING MONEY

Financing.

53. The Directors of the Association shall have the power to borrow money for any corporate purpose on open account or upon any assets of the Association or on any property of its Members in its own or its agents' possession or upon any accounts thereof or any property not yet distributed to the Members in such amounts and upon such terms and conditions as may from time to time seem to the Directors advisable or necessary.

DISTRICTS

Alteration
of Districts.

54. The territory which constitutes a District or Sub-District may be altered by the Directors as they, in their discretion, see fit, provided that such alterations shall be made only once in each year.

MARKETING AGREEMENTS TO BIND ALL MEMBERS

55. All Members shall be bound by all the terms of any Marketing Agreements.

WITHDRAWAL OF MEMBERS

56. Any Member may withdraw as a Member of this Association at any time after any Contract between the Member and the Association has been wholly performed, but not otherwise. Upon the withdrawal of any Member his rights and interests in the Association shall be the same as if his share had been cancelled by the Directors as hereinbefore mentioned and his share shall be delivered up to and shall become the property of the Association.

Withdrawals.

ARBITRATION

57. Every dispute between any Member or Members of this Association or under the By-Laws and the Directors, Treasurer or other officer thereof shall be decided by the arbitration as provided by the Arbitration Act, provided, however, that this provision shall not apply as between the Association and any Member who fails to fulfil any of the covenants contained in the Marketing Agreement.

Agreement cannot be arbitrated.

NOTICES

58. Any notice sent by post shall be deemed to be served on the second day following that upon which the envelope or wrapper containing the notice was properly addressed and put into the post office with the postage thereon paid.

Notices delivered by mail.

59. Every person who, by operation of the law, transfer or other means whatsoever, shall become entitled to any share shall be bound by every notice in respect of such share, which previously to his name and address being entered on the register shall have been duly given to the person from whom he derived his title in such share

New members and notices.

60. Any notice or documents so posted up or sent by post to or left at the registered address of any Member in pursuance of these By-Laws shall, notwithstanding such Member be then deceased and whether or not the Association have notice of his decease, be deemed to have been fully served in

Service.

respect to any registered share, whether held solely or jointly with other persons by such Member, until some other person is registered in his stead as the holder or joint holder thereof, and such services shall for all purposes of these By-Laws be deemed a sufficient service of such notice or document on his or her executors or administrator, and all persons, if any, jointly interested with him or her in any such share.

Signatures.

61. The signature to any notice to be given by the Association may be lithographed, written or printed.

Definition of notice.

62. When a given number of days notice or notice extending over any other period is required to be given the day of the service shall, and the day upon which such notice expires shall not, be included in such number of days or other period.

Meeting of Directors.

63. With the consent in writing of all the Directors a meeting may be convened of the Directors at any time and place.

INDEMNITY

Association to indemnify officials.

64. Every Director, Manager, Secretary and other officer or servant of the Association shall be indemnified by the Association against, and it shall be the duty of the Directors out of the fund of the Association, to pay all costs, losses and expenses which any Director, officer or servant may incur or become liable to by reason of any contract entered into or act or thing done by him as such Director, officer or servant or in any way in the discharge of his duties, including travelling expenses and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Association and have priority as between the Members over all other claims.

Directors or officials not liable for losses except through their dishonesty.

65. No Director or other officer of the Company shall be liable for the acts, receipt, neglect or defaults of any Director or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the Association through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Association or for the insufficiency or deficiency of any security in or upon which any of the monies of the Association shall be invested or for any loss or damage arising from the

bankruptcy, insolvency or tortious act of any person with whom any monies, securities, or effects shall be deposited or for any loss occasioned by an error of judgment or oversight on his part, or for any loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own dishonesty.

VALIDITY OF ACTS

66. All acts done by any meeting of the Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, be as valid as if every such person had been duly appointed and was qualified to be a Director.

Directors' actions valid.

67. The accidental omission to give notice to any Member, District Delegate, or the non-receipt by such Member, or District Delegate shall not invalidate the proceedings held at any meeting.

Omission of notice to members.

FIRST DIRECTORS

68. Notwithstanding anything in these By-Laws hereinbefore contained, it is hereby expressly provided:

(a) That the Directors named by the Memorandum of Association shall hold office for three (3) months from the date of the filing of the Memorandum of Association and these By-Laws with the Registrar of Joint Stock Companies for the Province of Alberta, and the said Directors shall, during the said period of three (3) months exercise all the powers and perform all the duties of Directors as by these By-Laws or By-Law provided.

(b) The said first Directors shall fix the times and provide for the doing of all things necessary for the election of the first District Delegates by post card ballot, and the time and place of the meetings of the District Delegates of each district for the appointment of a new Director from each

First Directors to control first election of district delegates.

district. Such election and appointment shall be held and made within the said period of three (3) months. The District Delegates elected and the new Directors appointed as aforesaid shall, subject to the provisions of these By-Laws, hold office until the next regular election of District Delegates and appointment of Directors.

Recall
of first
Directors.

(c) The said first Directors, or any of them shall not be subject to a removal from office during the said period of three (3) months, except upon a majority vote of all of the Members of the Association.

Vacancies
among first
Directors.

(d) Any of the said first Directors may during the said period of three (3) months resign from office, in which event the vacancy or vacancies which occur on the Board of Directors shall be filled by the remaining Directors.

Albertan Job  *Press Limited*